Mahanayak/ Dear Sir,

Notice Inviting Tender – Annual Maintenance Contracts for Electrical Maintenance and Pump Operation / Maintenance services at Bank’s 05 Residential Colonies in Mumbai for the period 01.07.2021 to 31.03.2022:

NABARD invites E-tenders in two parts (Part-I and Part-II) for Electrical Maintenance and Pump Operation / Maintenance services at its 05 residential colonies in Mumbai. The contract is renewable (One year at each time) for 2022-23 and 2023-24 subject to the satisfactory performance of the contractor during 2021-22 and other mutually agreed terms and conditions of the contract.

<table>
<thead>
<tr>
<th>SN</th>
<th>नाबार्द नगर, ठाकुर कॉम्प्लेक्स, कान्दिवली (पूर्व), मुंबई</th>
<th>Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>NABARD Nagar, Thakur Complex, Kandivali (East), Mumbai</td>
<td>Group I</td>
</tr>
<tr>
<td>2</td>
<td>नाबार्द स्टाफ कार्टर्स, दामोदर पार्क, ग्लाटकोपर (पश्चिम), मुंबई / NABARD Staff Quarters, Damodar Park, Ghatkopar (W)</td>
<td>Group II</td>
</tr>
<tr>
<td>3</td>
<td>कृषि विकास सदन, दादर, मुंबई</td>
<td>Group II</td>
</tr>
<tr>
<td>4</td>
<td>Krishi Vikas Sadan, Dadar</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>अफिसर्स कार्टर्स, नेस्टले II, लोअर परेल, मुंबई / NABARD Officers Quarters, Nestle II, Lower Parel, Mumbai</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>नाबार्द पार्क, क्षीरा नगर, सांताक्रूळ (पश्चिम), मुंबई</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>NABARD Park, Khira Nagar, Santacruz (W), Mumbai</td>
<td></td>
</tr>
</tbody>
</table>

NABARD Nagar, Thakur Complex, Kandivali (East), Mumbai

Group I

Group II
We invite you to submit tender for the captioned works. The offer shall be in two parts, viz., Technical Bid and Price Bid(s). The technical bid shall be one for all locations/groups while Price Bids shall be filled and submitted for all locations/groups separately (02 price bids) in the prescribed tender document enclosed. The Price Bid for each location/group has to be submitted Online in separately.

4. E-Tenderer shall be allowed to submit E-Tender documents in NABARD’s official website https://www.nabard.org/English/Tenders.aspx and https://nabard.eproc.in/ from 15:00 Hrs of 22 March 2021 to 15:00 Hrs of 12 April 2021. The tender document will be available on the website, till the last date of submission i.e 15:00 Hrs of 12 April 2021. This tender and all relevant document are to be submitted/ uploaded online through the said website. Detailed guidelines/ procedures to submit e-tender have been mentioned in Annexure-1. In case Part-I of the e-tender document along with supporting documents of any firm is not found satisfactory, their e-tenders will not be accepted by the Bank for further processing.

The tenderer has to enter into Integrity Pact at his own cost on a Rs. 200/- non judicial stamp paper at tenderer’s cost with the Bank as per the format given to become eligible to participate in the tender. It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact.

Integrity Pact will be separate for each price bid.

The Bank has appointed Independent Monitor Shri P K Sangewar (IRSS), (Retd) (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

National Bank for Agriculture and Rural Development

[Contact Information]
6. It is clarified that submission of Earnest Money Deposit (EMD) in the above bank account is mandatory for all tenders. The deposit should be made in favour of the Corporation as specified in the Table below.

All Bidders are requested to submit the Earnest Money Deposit (EMD) as specified through ONLINE fund transfer only, in favor of NABARD as per the details furnished below. The EMD amount to be deposited for each of the above locations/group along with tender document is as given below.

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Account Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF THE ACCOUNT</td>
<td>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</td>
</tr>
<tr>
<td>BANK ACCOUNT NO. (VAN)</td>
<td>NABADMN07</td>
</tr>
<tr>
<td>BANK NAME</td>
<td>NABARD</td>
</tr>
<tr>
<td>BRANCH NAME</td>
<td>HEAD OFFICE, MUMBAI</td>
</tr>
<tr>
<td>IFSC CODE</td>
<td>NBRD0000002</td>
</tr>
</tbody>
</table>

7. A request is made to the Bidders to clearly mention the specific location/group for which EMD is to be submitted. All tenders without EMD will be rejected for that particular location/colony.

8. Bidders are requested to submit the Earnest Money Deposit (EMD) as specified through ONLINE fund transfer only, in favor of NABARD as per the details furnished below. The EMD amount to be deposited for each of the above locations/group along with tender document is as given below.

<table>
<thead>
<tr>
<th>SN</th>
<th>Samuh</th>
<th>Banka Rahasya/ EMD (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>नाबार्ड मंडल, ठाकुर कॉम्प्लेक्स, कांदिवली (पूर्व), मुंबई</td>
<td>Rs 50,000/- (Rupees Fifty Thousand only)</td>
</tr>
<tr>
<td></td>
<td>NABARD Nagar, Thakur Complex, Kandivali (East), Mumbai</td>
<td></td>
</tr>
<tr>
<td></td>
<td>नाबार्ड स्टाफ कार्मिकांचे, बिल्डिंग 5, दामोदर पार्क, ग्याटकोर (पश्चिम), मुंबई</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NABARD Staff Quarters, Bldg. 5, Damodar Park, Ghatkopar (W), Mumbai</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>कृषी विकास सदन, दादर और नाबार्ड ऑफिसर्स कार्मिकांचे, नेसले II, लोअर पारेल, मुंबई और नाबार्ड पार्क, क्षिरा नगर, सांतकुज़ (पश्चिम), मुंबई</td>
<td>Rs 50,000/- (Rupees Fifty Thousand only)</td>
</tr>
<tr>
<td></td>
<td>Krishi Vikas Sadan, Dadar</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NABARD Officers Quarters, Nestle II, Lower Parel, NABARD Park, Khira Nagar, Santacruz (W), Mumbai</td>
<td></td>
</tr>
</tbody>
</table>
The Tenderer may quote for the one group or both groups, but he/she has to quote for all the items in the BOQ for the selected groups failing which the tender will be treated as incomplete. The Bank will take decision for each group separately.

9. Nominated Vendors can be addressed by name as follows:

- Shri. B.R. Pattanaik, Chief General Manager, Department of Premises, Security & Procurement, National Bank for Agriculture and Rural Development, (Ground Floor-A wing), Bandra-Kurla Complex, Bandra (East), Mumbai : 400 051

Tenderers are advised to visit the office building and colony as stated above, to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from the Bank before quoting their rates. Tender in the prescribed tender document should be addressed by name to, "Shri. B.R. Pattanaik, Chief General Manager, Department of Premises, Security & Procurement, National Bank for Agriculture and Rural Development, (Ground Floor-A wing), Bandra-Kurla Complex, Bandra (East), Mumbai : 400 051".

Care should be taken to submit the price bid. Under no circumstances, delayed tenders will be accepted.

10. 12 April 2021 to 15:30 shall be the last date for submission of the technical bid. Nominated Vendors may familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from the Bank before quoting their rates. Tender in the prescribed tender document should be addressed by name to, "Shri. B.R. Pattanaik, Chief General Manager, Department of Premises, Security & Procurement, National Bank for Agriculture and Rural Development, (Ground Floor-A wing), Bandra-Kurla Complex, Bandra (East), Mumbai : 400 051".

The Technical Bids will be opened on 15:30 Hrs on 12 April 2021 at the above address in the presence of the tenderers or their authorised representatives who choose to be present. Opening of Price Bid shall be done later which shall be intimated after scrutiny of the documents submitted by tenderers. It may be noted that Price Bid envelopes shall be opened only in respect of those tenderers who have complied with the requirements as laid down in Pre-Qualification criteria / technical bid. The decision of the Bank in this regard shall be final. In the event of intending tenderer’s failure to satisfy the Bank, the Bank reserves the right to reject the tender and not to open the price bid.

If the last date of receipt of opening of the tenders happens to be a holiday for NABARD, then the receipt and opening of the tenders shall be shifted to next working day without change of time and venue.

National Bank for Agriculture and Rural Development

Pattanaik, Chief General Manager, National Bank for Agriculture and Rural Development (Ground Floor-A wing), Bandra-Kurla Complex, Bandra (East), Mumbai : 400 051

Tel.: +91 22 26530060 • Fax: +91 22 26530003 • E-mail: dpsp@nabard.org
The tender will be rejected if any bidder proposes any deviation from the prescribed requirement. NABARD reserves its right to accept or reject any tender, either in whole or in part, without assigning any reasons for doing so. NABARD does not bind itself to accept the lowest or any tender at all. Tenderer shall have to furnish Rate Analysis for the scrutiny of rates by NABARD, if required.

12 (i). जो निविदाएं नाबाडभ की सभी या किसी भी शर्त को पूरा नहीं करती है या किसी भी प्रकार से अपूर्ण हैं और निविदाकर्ताओं की अपनी विशेष शर्तों के साथ प्रस्तुत निविदाएं अस्वीकार की जाएंगी.

Tenders which do not fulfill all or any of NABARD’s conditions or are incomplete in any respect and tenders with the tenderer’s own special conditions are liable to be rejected.

12 (ii) सफल बोलीकर्ताओं को प्रचलित दरों के अनुसार गैर-अदालती स्तम्भ पत्र पर संत्ताप मानक फॉर्मेट (क्रमांक का अनुक्रम) में कार्य आदेश जारी होने की तारीख से 14 दिनों के भीतर नाबाड के साथ करार निर्धारित करना होगा. अथवा बोलीकर्ताओं को बयानारा राशि को जब्त किया जाएगा.

The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper at prevailing rates in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which bidders EMD may stand forfeited.

13. यदि निविदा दस्तावेजों को काफी विसंगति, चूक, अपश्रेष्ठता है या उनके अर्थ के संबंध में कोई आशंका है तो उनके बारे में लिखित रूप में “मुख्य महाप्रबंधक, परिसर, सुरक्षा और अधिग्राहिता विभाग, नाबाड” को रिपोर्ट करना होगा. संबंधित विभाग प्रश्न की समीक्षा करेगा और मांगी गई जानकारी के संबंध में स्पष्ट रूप से उल्लेख नहीं किया गया है तो नाबाड सभी निविदाकर्ताओं को स्पष्टीकरण जारी करेगा, जो निविदा दस्तावेज का एक भाग होगा.

निविदा दस्तावेजों की विसंगति, चूक, अपश्रेष्ठता या उनके अर्थ के संबंध में किसी भी प्रकार की आशंका के बारे में यदि नाबाड को निविदा प्रस्तुत करने की तारीख से पांच कार्य दिवस पहले अवगत नहीं कराया जाता है तो उसके लिए नाबाड जिमेदार नहीं होगा.

Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to the “Chief General Manager, Department of Premises, Security and Procurement, NABARD” who will review the queries and if information sought is not clearly indicated or specified, NABARD will issue clarifications to all the tenderers, which will become part of the Tender Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the tender documents or any doubts as to their meaning are not brought to the notice of NABARD before five working days prior to the date of submission of the tender.
Tenderers are advised to ensure strict observance of commercial aspect of the tender and note the following points:

I. **Synchronization of the Period 01 July 2021 to 31 March 2022**
   - The period shall be considered as 10 months.
   - The same may be extended for two more years (one year at each time) if services are found satisfactory as per mutual agreed terms and conditions. The renewal shall be on sole discretion of NABARD.

II. **Validity and Terms of Offer**
   - Validity of offer will be for 90 days from the date of opening of price bids.
   - The quantum of security deposit shall be 5% of the annual contract amount in respect of each location/colony. The successful tenderer has to submit the balance amount of security deposit within 10 days of issue of work order. Security Deposit will be refunded after the expiry of the contract period. SD will not bear any interest.

III. **Security Deposit**
   - The security deposit is applicable for all locations.
   - The security deposit shall be 5% of the annual contract amount in respect of each location/colony.

You may visit the colonies and to seek required clarifications, if any, you may also contact NABARD, DPSP (Premises Section), Ground Floor, A Wing, Bandra Kurla Complex, Bandra (E), Mumbai.

15. निविदा आमंत्रित करने के लिए दी गई यह सूचना (एनआईटी) निविदा दस्तावेज का एक भाग होगी।
16. 01 अप्रैल 2021 को 14.00 बजे तल मंजिल, ए कांग्रेस, वीपीएसपी, नाबार्ड, बीक्ष, मुंबई पर प्री-बिड बैठक का आयोजन किया गया है। आप कार्य के दायरे को समझने और यदि किसी सृजनकरण की आवश्यकता है तो उसके लिए कार्यशाला को दोष करने के बाद बैठक में उपस्थित रहें।

A pre-bid meeting has been arranged on 01 April 2021 at 14.00 Hrs in Ground Floor, A Wing, DPSP, NABARD, BKC, Mumbai. You may attend the meeting after understanding the scope of work and visiting the sites to seek required clarification, if any.

National Bank for Agriculture and Rural Development

**Tender Documents**
- Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051. Tel: +91 22 26530035, +91 22 26530060. Email: dpssp@nabard.org
- Department of Premises, Security and Procurement
- Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051. Tel: +91 22 26530035, +91 22 26530060. Email: dpssp@nabard.org

**Contact Details**
- Comm. Tel.: +91 22 26530035, +91 22 26530060. E-mail: dpssp@nabard.org
17. निविदाकर्ता किसी अन्य स्पष्टीकरण के लिए 022 2653 9017 और 022 2653 9154 पर कार्यालय समय के दौरान संपर्क कर सकते हैं।

For any further clarification, the applicant may contact on 022-2653 9017 and 022-2653 9154 during office hours.

भवदीय/ Yours faithfully

(एम अ गुप्ता/ M K Gupta)
उप महाप्रबंधक/ Deputy General Manager
संलग्न: निविदा दस्तावेज/ Encl: Tender Document
Sign and seal of tenderer
Tender For
Annual Maintenance Contract for Electrical Maintenance and Pump Operation / Maintenance services for the period 01.07.2021 to 31.03.2022 at

1. (i) NABARD Nagar, Thakur Complex, Kandivali (East), Mumbai and (ii) NABARD Officers and Staff Quarters, Building no-5, Damodar Park, LBS Marg, Ghatkopar (W) , Mumbai; and

2. (i) Krishi Vikas Sadan, Near Catering College, Dadar (W), Mumbai, (ii) Nestle - II, Bombay Dyeing, P.B. Marg, Lower Parel, Mumbai and (iii) NABARD Park, Khira Nagar, Santacruz, Mumbai

Department of Premises, Security and Procurement,
NABARD Head Office
Gr. Floor, A Wing, C-24, G Block,
Bandra Kurla Complex, Bandra (E)
Mumbai – 400051
dpsp@nabard.org

<table>
<thead>
<tr>
<th>Date of issue of tender document</th>
<th>22 March 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of pre-bid meeting</td>
<td>14:00 hrs on 01 April 2021</td>
</tr>
<tr>
<td>Last date for submission of tender</td>
<td>15:00 hrs on 12 April 2021</td>
</tr>
<tr>
<td>Date and time of opening technical bids</td>
<td>15:30 hrs on 12 April 2021</td>
</tr>
<tr>
<td>Earnest Money Deposit (for 2 groups)</td>
<td>Rs. 50,000 for each group</td>
</tr>
<tr>
<td>Security Deposit</td>
<td>5% of Annual Contract Amount</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
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</thead>
<tbody>
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<td><strong>PART I (Technical Bid- Pre-Qualification Document)</strong></td>
</tr>
<tr>
<td>• Notice Inviting Tender</td>
</tr>
<tr>
<td>• Integrity Pact (Format) – to be executed on Rs. 200 stamp paper</td>
</tr>
<tr>
<td>• Tender Notice (Pre-Qualification Criteria &amp; Format of Technical Information on Prequalification Criteria from the Tenderer)</td>
</tr>
<tr>
<td>• Letter of Undertaking from the Tenderer</td>
</tr>
<tr>
<td>• General Terms and Conditions</td>
</tr>
<tr>
<td>• Instructions</td>
</tr>
<tr>
<td>• Scope of Works</td>
</tr>
<tr>
<td>• Special Conditions of the Contract</td>
</tr>
<tr>
<td>• Safety Code</td>
</tr>
<tr>
<td>• Articles of Agreement (Draft)</td>
</tr>
<tr>
<td><strong>PART II (Price Bids): 02 (Group I and Group II)</strong></td>
</tr>
<tr>
<td>• Price Bid No. 1 (NABARD Nagar, Kandivali and NABARD Quarters, Ghatkopar)</td>
</tr>
<tr>
<td>• Price Bid No. 2 (KVS, Dadar, Nestle II, Parel and NABARD Park, Khiranagar, Santacruz)</td>
</tr>
</tbody>
</table>
PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs.200 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

Between

National Bank for Agriculture and Rural Development (NABARD)
hereinafter referred to as “The Principal”

And

................................. hereinafter referred to as “The Bidder”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for......................... The Principal values full compliance with all relevant laws of the land, rules, regulation and economic use of resources and of fairness /transparency in its relations with its Bidder(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)

(1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which
he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security. (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process. (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or are representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Independent External Monitor appointed for NABARD is: Shri Pramod Kumar Sangewar (IRSS) (Retd), H.No. 12-5-65/1, Flat No. 109, Sri Harsha Sethuram Unique, Vijayapuri Colony, South Lalaguda, Secunderabad 500017, Telengana.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders as confidential. He/she reports to the Chairman, NABARD.

(3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on ‘Non-disclosure of Confidential Information and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word ‘Monitor’ would include both singular and plural. Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai. (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made. (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions. (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs. (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)                                     (For & on behalf of the Bidder)
(Office Seal)                                                        (Office Seal)

Place
Date

Witness 1:
(Name &Address)

Witness2:
(Name &Address)
PRE-QUALIFICATION CRITERIA

1. The Tenderer should have a minimum experience of seven (07) years of working with nature of works as briefly mentioned below.

2. **Internal & External Electrical works:**
   
   **Maintenance of LT Electrical system in residential complexes;**

   and

   (1) Repair & Maintenance of all electrical low tension (LT) installation (2) Repair, operation & Maintenance of pumpsets, motor control panels, distribution boards & submersible water pump-sets/borewells, (3) Maintenance and repair of street lights, flood lights and other indoor / outdoor luminaires, wall mounted and ceiling fans (4) Cleaning of switch-yards, meter panels and LT panels (5) replacement of old defective materials / equipment those are beyond economic repair with new ones, (6) Maintenance and repair of earthing system and lightning arrestors and (07) liaisioning with Electrical Inspector/ lift inspector and other relevant statutory authorities,

3. The Contractors who are registered with any Govt. / Semi-Govt. / Govt. Undertakings / Autonomouos bodies / Corporate Sector and having experience of executing above types of works under AMC contract may apply with detailed certificates / credentials to the Chief General Manager, NABARD, DPSP, Plot No. C/24, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400051. The prescribed form can be downloaded from ‘Tenders’ page of our web site www.nabard.org.

4. **The contractors should meet following qualification criteria:**

   (3.1) Minimum 07 years experience ( as on 31.12.2020) in the field of Electrical Annual Maintenance Contracts, which include all the activities as listed in point no. 1 and should have at least one of the qualifying works carried out for Public Sector Undertakings (PSUs) /Banks/Govt. Office.

   (3.2) The bidders should have carried out similar works during last 07 years (ending 31.12.2020) with annual contract value (costing individually) not less than the amount as given in following table:

   (Rs. Lakh)

<table>
<thead>
<tr>
<th>SN</th>
<th>Experience Criteria</th>
<th>NABARD Nagar, Kandivali and NABARD OQ/SQ, Ghatkopar</th>
<th>KVS (Dadar), Nestle II (Parel) and NABARD Park, Santacruz</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 similar work during last 7 years (ending 31.12.2020) with annual contract value (costing individually) not less than &gt;&gt;&gt;&gt;&gt;</td>
<td>40 Lakhs</td>
<td>40 Lakhs</td>
</tr>
</tbody>
</table>
2. **OR**
   - 2 similar works during last 7 years (ending 31.12.2020) with annual contract value (costing individually) not less than >>>>
   - 25 Lakhs
   - OR
   - OR

3. **OR**
   - 3 similar works during last 7 years (ending 31.12.2020) with annual contract value (costing individually) not less than >>>>
   - 20 Lakhs
   - OR
   - OR

**Note (i):** Obtain the realistic value of work during the previous years, cost index @5% per year per work shall be added over the actual cost of executed works to calculate the value of works as on 31.12.2021.

**Note (ii):** Similar Works mean those works indicated against para 2 on page 7

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5. The tenderers should have average Annual Turn Over as given in the following table during the last three years ending **31 March 2020** supported with audited balance sheet / profit & loss statement or a registered Chartered Accountant certified statement of accounts.

<table>
<thead>
<tr>
<th>SN</th>
<th>Turnover criteria</th>
<th>NABARD Nagar, Kandivali and NABARD OQ/SQ, Ghatkopar</th>
<th>KVS (Dadar), Nestle II (Parel) and NABARD Park, Santacruz</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Annual Turnover during last three years ending 31.03.2020</td>
<td>15.00 Lakhs</td>
<td>15.00 Lakhs</td>
</tr>
</tbody>
</table>

**Note:**
- 6. Should have their own office within the city / suburban areas of Mumbai, Navi Mumbai, Thane. If the contractor belongs to other city, a detailed write up on execution arrangements shall be submitted by the tenderer.
- 7. Tender shall be accompanied by a copy of each of the documents like,
  - a) Articles of Association/Memorandum of Association/ partnership deed/ any other relevant document showing composition of the firm,
  - b) List of eligible work executed during last seven years,
  - c) PAN,
  - d) GSTN Registration
  - e) Employee State Insurance Act registration,
  - f) PF registration,
g) Particulars of bankers & Bank account details.

h) Details of work experience shall be supported by work orders and corresponding completion certificates.

i) The client-wise names of similar work(s), year(s) of execution of work (s) awarded, and actual value of executed work(s), reasons for delay (if any), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished in the prescribed format.

j) Details of works on hand

k) Latest audited final accounts of the business of the contractor duly certified by a Chartered Accountant/certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.

If required, original certificates shall be produced for verification by the tenderer and will be returned after verification.

1. The tenderers should have applicable Tax registrations (PAN, GSTN TIN, TAN, etc.) and also registration with Provident Fund, ESIC, etc., supported with documentary evidence and licenses, permissions, approvals issued by Labour enforcement and other statutory authorities, wherever applicable.

2. Tenderers should have a current bank account with a scheduled commercial bank.

3. NABARD reserves the right to verify any or all the documents furnished by the Tenderers with any authorities. NABARD also reserves the right to cancel any or all the applications without assigning any reason thereof.

4. Intending applicants are required to furnish details about their firm/organization, experience, competence, etc.

5. The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.

6. If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed.

7. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies.

8. The firms which do not fulfil prequalification criteria shall not be considered for selection and award of work.

9. The staff deployed by the firm at site should have adequate experience and knowledge in their respective works.
FORMAT OF TECHNICAL BID

(a) Name of the firm and Composition of the Firm
(Full particulars (whether the Tenderer is an individual / partnership firm / company etc.) of the composition of the firm of Tenderers in detail should be submitted along with the name(s) and address(es) of the partners, copy of the Articles of Association / Power of Attorney / any other relevant document.)
(a.1) Registered Head Office Address
(a.2) Local Office Address
(a.3) Year of establishment

(b) Work Experience
(Details of work experience as per the requirements in the pre-qualification criteria supported by work orders indicating the value & general specification of work, No. of persons to be engaged as per agreement, other documents and certificates. The details along with documentary evidence of previous experience, if any, of carrying out works for NABARD / RBI / Public sector banks / Government department / Semi Govt. department / Other Public Sector Undertakings / private banks / Private sector / housing societies at any other centre should also be given.)

(c) Credit worthiness of the Tenderer & Turn Over during the specified period
(Copies of IT deposit certificates (such as copy of deposited Form 16 or any such other certificate) along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed in proof of their credit worthiness and Turn Over for the last three years ending 31.03.2017.)

(d) Name(s) and address(es) of the Bankers and their present contact executives
(Written information about the names and address of their bankers along with full details like names, postal address, e-mail
IDs, telephone (landline & mobile No.s), Fax No. etc of the contact executive (i.e. The persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.)

(e) Details of Bank accounts
(Full particulars of their bank accounts, account No., type of account, account opening date etc. should be furnished.)

(f) Name(s) and address(es) of the Clients and their present Executives
(Written information about the names and address of their clients along with full details like names, postal address, e-mail IDs, telephone (landline & mobile No.s), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the NABARD, in case it is so needed) should be furnished.)

(g) Details of the completed works
(The client wise names of work(s), year(s) of execution of work(s) awarded and actual costs of executed works, names and full contact details of the officers / authorities / departments under whom the works(s) was / were executed should be furnished.)

(h) Details of persons engaged
(The Tenderer should furnish the no. of persons engaged by him for each of his clients with details of qualification of each person and details of job assigned to him / job handled by him.

(i) Litigation & civil suits
(The Tenderer should furnish details of his involvement in any type of litigation with any of his present or past clients. He should also furnish the details of any civil suits pending against him or his workmen in any court of law.)

(j) Whether registered with the Registrar of companies/ Registrar of firms. If so, mention number and date and attach a copy of registration
(k) Details of Registration with Provident Fund and ESIC

(l) Whether registered for GSTN/ service tax purposes. **If so, Also furnish relevant copies.**

(m) Whether registered in the panel of other banks and other financial institutions and if yes, furnish the details of registration viz. names, category and date of registration, etc.

(Signature of the Tenderer / Authorized person on behalf of the Firm / Organization)

Authorization letter / power of attorney to be submitted.

Place:

Date:
Information on Pre-Qualification Criteria  
(To be submitted in Tenderer’s own Letter head)

No. ............................

Date : ...........................

To
The Chief General Manager
National Bank for Agriculture and Rural Development
Department of Premises, Security & Procurement, Head Office
Plot No. C/24, 'G'-Block
Bandra-Kurla Complex, Bandra (E),
Mumbai - 400051

Dear Sir,

Prequalification of contractors under Annual Maintenance Contract for Electrical Maintenance and Pump Operation / maintenance at NABARD’s 05 residential colonies in Mumbai for the period 01.07.2021 to 31.03.2022.

With reference to your advertisement in the CPP Portal / Website / News Paper on ........ 2021, I / We offer our services as a contractor for Electrical Works in following locations as indicated in the tender at Mumbai.

1. ..............................................................
2. ..............................................................

We understand that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor.

We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Price bid of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the earnest money valid during the entire period of validity of tender.

All the desired information in the prescribed format i.e. format of technical bid, documents and certificates as required by you, are enclosed herewith for your perusal.

Thanking you.

Yours faithfully

(Signature of Authorized person on behalf of the Firm / Agency / Tenderer)

Tenderer's S E A L)
**Letter of Undertaking from the Contractor**

The Chief General Manager  
Department of Premises, Security and Procurement  
National Bank for Agriculture and Rural Development  
Plot No. C-24, 'G' - Block  
Bandra Kurla Complex  
Bandra (East)  
Mumbai - 400 051  

Dear Sir,  

Annual Maintenance Contract for Electrical Maintenance and Pump Operation / Maintenance services at Bank’s Residential Colonies in Mumbai for the period 01.07.2021 to 31.03.2022

1. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the Tender invited by you.

2. I / We have visited the site, examined the scope of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.

3. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in the attached Bill of Quantities in all respects as per the Specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.

4. I / We agree to deposit interest-free EMD along with tender’s technical bid by Demand Draft / Pay Order payable at Mumbai in favour of NABARD.

5. I / We agree to deposit all taxes, levies, Cess etc., on account of service rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter. I/We agree to pay all Government (Central and State) Taxes such as Income Tax, Surcharge, Cess, GST, etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same. Rates are inclusive of all taxes and valid for the currency of the contract. Even of the contracts are extended, the rates will be not be changed by us.

6. I /we further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted.

7. The rates quoted by me/us, excepting for the items where payment is for supply of skilled/semi-skilled/unskilled labour, are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever for the captioned period. The payment of items in respect of skilled / semi-skilled/ unskilled labour will be revised as per the periodical revision in minimum wages published by State / Central Govt. from time to time.
8. I / We hereby certify that all the statements made and information supplied in the tender document and accompanying statements are true and correct.

9. Should this Tender be accepted, I / we hereby agree to abide by and fulfill all the Terms and Conditions and Provisions of the Contract Document.

Name of the person authorized to sign and submit the tender:
(I) __________________________
(II) __________________________

(Documentary proof in respect of Letter of Authority/Power of Attorney to be enclosed along with the Tender).

Yours faithfully

(Name and signature of the tenderer)

Place:
Date:
Details of Key Administrative and Technical Personnel:

1. Details of Administrative personnel

<table>
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<tr>
<th>SN</th>
<th>Name</th>
<th>Designation</th>
<th>Qualification</th>
<th>Professional Experience</th>
<th>No. of years associated with the firm</th>
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2. Details of Technical personnel

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<tr>
<th>SN</th>
<th>Name</th>
<th>Designation</th>
<th>Qualification</th>
<th>Professional Experience</th>
<th>No. of years associated with the firm</th>
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CLIENT’s CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR

Give details of the similar type Electrical Maintenance and Pump Operation / Maintenance services AMC work (satisfying the requirements mentioned in the Tender notice) completed during the last seven years in the following Proforma (separate form of each work).

Name & address of the Client:

Details of Works executed by M/s:

1. Name of work with brief particulars:
2. Agreement No. and date:
3. Agreement/Contract amount:
4. Date of commencement of work:
5. Stipulated date of completion:
6. Actual date of completion:
7. Details of compensation levied for delay (indicate amount) if any:
8. Gross amount of the work completed and paid:
9. Name and address of the authority under whom works executed:
10. Whether the contractor employed qualified / experienced supervisor during execution of work?
11. Quality of work (indicate grading) Outstanding/Very Good/Good/Satisfactory/poor
12. Amt. of work paid on reduced rates, if any.
13. Did the contractor go for arbitration?
   i) If yes, total amount of claim:
   ii) Total amount awarded:
14. Comments on the capabilities of the contractor.
   a) Technical proficiency: Outstanding/Very Good/Good/Satisfactory/poor
   b) Financial soundness: Outstanding/Very Good/Good/Satisfactory/poor
   c) Mobilization of manpower: Outstanding/Very Good/Good/Satisfactory/poor
   e) General behaviour Outstanding/Very Good/Good/Satisfactory/poor

Note: All columns should be filled in properly

Signature of Reporting Officer* with Office seal

*Officer of the rank of executive officer or equivalent
National Bank for Agriculture and Rural Development

General Terms and Conditions

Annual Maintenance Contract for Electrical Maintenance and Pump Operation / Maintenance services at NABARD's 5 Residential colonies for a contract period from 01.07.2021 to 31.03.2022

1. PREPARATION OF THE BID DOCUMENTS THROUGH e-TENDERING

Selection will involve following stages before issuance of letter of appointment. i) upload of e-Tender ii) receipt of e-bids/e-tender iii) opening of technical bids iv) opening of financial bids v) award of contract 3.2. Bid will consist of two parts i.e. Technical Bid and Financial Bid. Bid will be submitted in 3 files:

a) File 1: i) Copy of Bank Statement for Earnest Money Deposit (EMD) of Rs. 50,000/- will be submitted online to NABARD -A/c No. NABADMNo7, IFSC Code: NBRD0000002. The file should contain a receipt in this regard ii) duly signed integrity pact as per format enclosed. (to be uploaded along with EMD) b) File 2: Technical bid, duly completed in all respects and signed, to be put into File No. 2. This file should be named as “Technical Bid". c) File 3: Fully completed and signed Financial bid (Annexure B) to be put into File No. 3. This file should contain Financial Bid only and it should be named as "Financial Bid"

The bids, which are not named as mentioned above, are liable to be rejected. If for any reason, it is found that the Technical bid reveals the Financial Bid related details in any manner whatsoever, or, the Financial Bid is swapped in the file marked “Technical Bid”, the Bid document will be summarily rejected in the first instance itself. 3.5. Bids, which are not named/marked, may not be considered.

<table>
<thead>
<tr>
<th>Contact Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email support:  <a href="mailto:nabardsupport@c1india.com">nabardsupport@c1india.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SI No</th>
<th>Name of the Person</th>
<th>Contact No</th>
</tr>
</thead>
</table>
| 1     | Fairlin Jivin      | 0124 4302000 ext 112  
|       |                    | fairlin.jivin@c1india.com |
| 2     | Sachin Toraskar    | 0124 4302000 ext 200  
|       |                    | sachin.toraskar@c1india.com |

2. Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.

3. Quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required.

4. Rates should include all Taxes, Duties, Octroi, Levies, GST, etc., in accordance with various statutory enactments and should be firm for the entire Contract Period. No
increase in rates will be allowed during the entire Contract Period on this account, even in the extended periods of the contracts. The rates will be considered for revision only in case of (i) revision of minimum wages and (ii) revision of statutory taxes like GST to the relevant extent.

5. Materials used should conform to relevant BIS Codes. BIS and CPWD Specifications and method of measurements shall be followed as applicable. However, in the absence of the same, the decision of NABARD will be final.

6. **Monthly/ Quarterly/ Periodical** payments will be made in the case of Electrical AMC works based on the bills submitted by the Contractor and certified by the concerned ACT/Site Supervisor to the effect that the works / complaints recorded in the registers/software are attended and rectified satisfactorily as per the scope of the work. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/ Caretaker) after completion of the respective works on the formats enclosed/given for respective work and should submit all these with the bill.

7. Any discrepancy in settlement of bills may be brought to the notice of NABARD within a period of one month after the settlement of the Bills. NABARD will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.

8. Income Tax, GST and other taxes, as applicable, will be deducted from total payment due to the Contractors.

9. All works, complaints / instructions given by the respective authorities covered under the Annual Maintenance Contract are to be attended on the same day. In case of delay in attending the work in time, NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD.

10. The Contractor should have valid license relating to his Contract as per the existing laws and the workmen employed by the Contractor should also have the experience and technical qualification in their trade.

11. The Contractor should arrange to obtain necessary **insurance cover i.e. (i) Workmen Compensation policy and (ii) Contractors All Risk Policy)** for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD immediately after award of work. The **CAR policies are required to be at least for 1.25 times of the contract value.**

12. The Contractor shall be fully responsible and shall indemnify NABARD with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen. The decision of NABARD in this regard shall be final and binding.

13. The contractor shall pay the personnel deployed in NABARD premises, their wages in accordance with the **Minimum Wages Act, 1948** on a monthly basis. The
The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed by them in NABARD.

14. The contractor will be responsible for timely payment to its personnel deployed in the premises and compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance, etc. in respect of the persons deployed by them in NABARD. The Contractor shall be responsible to fulfill all the obligations in connection with the workers employed by it for the purpose of the Contract and all the Statutory and other liabilities if any including minimum wages of Central/ State Govt. (whichever is higher shall be applicable), leave, salary, uniform, identity cards, ex-gratia, ESI, Provident Fund, Workman Compensation, if any, etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the concerned Contractor. The contractor shall liaise with Labour Deptt. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.

15. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.

The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law(s) for entering into Maintenance Contract and the Bank will not in any way be liable or responsible for any default / irregularities / penalties on the Contractor's part.

The following requisites are to be fulfilled by the contractor:

- Time schedule of works
- Presence of required number of the persons at the site as per contract
- Maintain desired quality of the work as per specification

The penalties for not complying with the above are indicated in Special Conditions of contract.

16. Annexure I :- The contractor shall always retain experienced and technically qualified staff at site at least to the extent of strength as given in Annexure I.

17. Annexure II (Calculation sheet for supply of manpower and minimum wages) is required to be submitted duly filled along with the Price bid/BOQ. Tenders/bids not complying with the minimum wages payment are liable to be rejected which will be ascertained on the basis of Annexure – II; submitted by the contractor. Bank will ascertain whether the contractor will be able to pay the minimum wages and other components from Annexure II.

18. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between
him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor’s personnel shall not claim any benefit/compensation/absorption/regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 from NABARD.

19. The Contractor shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and States) that may be enforced from time to time by the Appropriate Authorities. NABARD shall not be responsible for any penalty on failure on the part of contractor to comply with any Labour Regulations. The contractor shall maintain attendance register of his staff employed at various sites and wage register for payment (at least minimum wages as per Center or State Govt. whichever is higher shall be paid) with all records up to date as per the labour regulations. The contractor shall submit the monthly payment records of the staff employed by him in NABARD.

20. The contractor shall ensure that the payment is regularly credited to the bank account of the individual labour employed at Bank’s premises and payslips for respective payments are duly issued regularly. NABARD will ask for present/past payslips and payment records related to ESI/PF to be submitted along with the monthly bill. In extraordinary case of wages being disbursed in cash, the same may be done in the presence of authorized representative of NABARD as required as under relevant law.

21. The manpower deployed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously.

22. No additional payment shall be made if contractor keeps more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provision.

23. The Contractor or his authorised representative should visit the site as per requirement and meet NABARD’s Official with prior appointment for any clarifications and to receive instructions, etc. at the site.

24. The Contractor’s workmen should report to ACT/ Site supervisor as per timings mentioned in the Price bid/ Bill of Quantities. A register will be kept at site on all the locations showing attendance on day to day basis and which will be countersigned by the security guard on duty the time when contractor’s worker arrives & signs at site. The same shall also be signed by CT/ACT & the same or copy shall be presented along with the Contractor’s monthly bill.

25. The workers / staff employed should wear colour code uniforms displaying contractor firm’s name. The Contractor should not employ any person who is prohibited by Law from being employed for fulfilling obligations under this
Contract. Any indecent behavior / suspicious activities of the staff employed shall be viewed seriously and a suitable penalty shall be imposed on contractor. The contractor is also required to submit the list of workers with photo ID, educational qualification, address proof, etc. before deputing the workers. An attendance register shall be maintained at site indicating number of persons deployed for the inspection by NABARD officials/representative.

26. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to levy damages or fine and / or even terminate the Contract forthwith, if necessary.

27. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and/or by taking recourse to appropriate recovery proceedings. The contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to NABARD or any person authorized by NABARD, on demand. Further, the contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.

(a) "Any dispute or difference whatsoever arising on any matter concerning this contract between the parties out of or relating to the services, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or any modification thereof. The arbitration shall be conducted by sole arbitrator appointed by NABARD and the award made in pursuance thereof shall be binding on the parties."

(b) The venue of the arbitration shall be at Mumbai.

(c) The language of arbitration shall be English.

(d) Work under the contract shall be continued by the contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

28. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
29. The personnel deployed by the Contractor can use the common facilities such as drinking water, toilet, etc. if any, provided at the premises. However, it should be ensured that the same should be kept in hygienic condition.

30. The work should be carried out with minimum inconvenience to the occupants of the colony. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants, etc.

31. The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required, in accordance with this Tender. The Contractor should obtain approvals, if any, necessary for the work from the Statutory Bodies on behalf of the NABARD. The Contractor shall assist the NABARD fully in respect of any liaison with the Municipal or any other Authority for necessary approval / permission with regard to the maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to the NABARD.

32. The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD’s residential/Office premises.

33. The engaged staff shall also undertake other specific work related with/without Electrical works and other works during working hours as per instruction of ACT/Official, if required.

34. Termination of agreement: “If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 30 days, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, on any day after the expiry of the said notice period if

   (a) in the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the Bank’s satisfaction and/or

   (b) the contractor commits a breach of any terms and conditions of this agreement and/or

   (c) the contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of contractor and/or

   (d) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or

   (e) there is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.

35. In the event of termination of this agreement for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any
sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

36. In case the Contractor desires to terminate the Contract, he may do so by giving the Bank a notice period of three months.

37. On site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of the NABARD. NABARD will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD. If any statutory charges are required to be paid for erection of sheds, the same should be borne by the Contractor.

38. The Contractor shall provide necessary Tools & Plants materials or any other equipment, materials, labour, etc. and no payment in this regard will be made by NABARD. The Contractor shall supply, fix and maintain all the scaffoldings, jhulla, T&P, etc., at his cost during the execution of any work and remove them as soon as the work is completed, without causing any damage to NABARD’s property.

39. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD. But he can engage various licensed agencies/agencies for carrying out different works.

40. While submitting the monthly bill for AMC, the contractors have to submit all the required documents / statements as desired by NABARD. Contractor will not link payments to his labours with the settlement of his bill by NABARD.

41. It is the contractor’s responsibility to coordinate with other service providers viz. companies, municipality etc. for completion of the work, if required and attending to the work along with laisioning with local bodies including making payments to statutory bodies. Bank shall reimburse the payments for such works on production of valid receipts. No other charges for such works shall be payable.

42. Validity of Offer : 90 days from the date of opening of the price bid.

43. The successful bidder shall execute an agreement with NABARD at his cost on non judicial stamp paper as per the prevailing rates in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which bidders EMD may stand forfeited.

44. Additional Terms and Conditions, Special conditions, Safety conditions as stated in attached sheets.
We / I accept all the Terms and Conditions in all respects without any reservation.

Signature of the Tenderer:

Name and Seal:

Place:
Date:

Address:
1. The bidder shall submit two separate E-bids for the work - Technical Bid and Financial Bid. The same can be downloaded from the website of https://nabard.eproc.in, www.nabard.org and CPP Portal. Tenders may be submitted online not later than **15:00 hrs on 12 April 2021**. Tenders received after stipulated date/time shall not be entertained. Technical Bids shall be opened online on **12 April 2021 at 15.30 PM** at the Office of the Chief General Manager, Department of Premises, Security and Procurement, National Bank for Agriculture and Rural Development, Plot No.C-24, ‘G’ Block, Bandra-Kurla Complex, Bandra (East), Mumbai : 400 051) in the presence of the Bidders and / or their representatives who choose to be present. Revision in date and time, if any, would be conveyed.

2. The Financial Bid of only those bidders, who fulfill the technical bid requirements, will be opened. The Financial Bid shall be opened at a later date after the detailed evaluation of Technical Bid. The date of opening of Financial Bid shall be intimated to the technically qualified bidders only.

3. Bids submitted by unauthorised agents and FAX / Telegraphic bids shall not be entertained/considered.

4. The rate should include the discount (if any) also. There is no question of extra payment above the quoted rate under any circumstance for the tender item. In case of any variation in quantity or value, the same will not be made a matter of dispute by the Bidder/Tenderer.

5. The standard specifications shall be followed as applicable and in the absence of the same, the decision of NABARD shall be final.

6. The Contractor shall make necessary arrangement for watch and ward of his materials at his own risk and cost.

7. If last date of receipt of Tender and opening date is any holiday, then submission and opening of Tenders shall be shifted to next working day without change of time and venue.

8. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional/Deviational Tenders may be rejected without making any reference to the Tenderers.

9. Rates should be filled in the Tender neatly and no overwriting shall be made. Corrections, if any shall be authenticated by subscribing signature of the tenderer. **The rates quoted should be written legibly in words and figures.** If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
a. When there is a difference between the rates in figures and in words, the rate that corresponds to the amounts worked out by the Contractor shall be taken as correct.

b. When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.

c. When the rates quoted by the Contractor in figures and in words tally, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.

12. No advance shall be paid towards mobilisation and cost of materials.

13. (a) NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the contractor. No compensation shall be admissible for any loss suffered by the Contractor during the execution of the work. It shall be the Contractor’s sole responsibility to protect NABARD’s staff and his employees against accidents from any cause and he shall indemnify NABARD against any claims for damage on account of injury to person or property, resulting from any such accidents with necessary Insurance cover.

(b) NABARD will not be under any liability to pay any compensation to the persons deployed by the contractor if they sustain any injury etc., while discharging the duties in the said premises. The contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should take necessary Insurance cover at his cost for his persons employed at site. The contractor should arrange to obtain necessary insurance cover (Workmen compensation policy) for the work at his cost and should be responsible for the safety of persons, employed by him. The Contractor shall be fully responsible and shall compensate NABARD with suitable Insurance cover in the event of any damage to men or material, injury/damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and/or his employees or workmen. In case, no insurance policy furnished before commencement of the work, NABARD will take the policy on behalf of the contractor and recover the amount of premium, interest on premium etc. from them. The decision of NABARD in this regard shall be final and binding.

c) Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.

14. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and Regulations in force. The contractor undertakes from the date of allotment of tender, at all times and from time to time to remain solely responsible to defend NABARD and its officers harmless and indemnified against all actions, costs, expenses, damages, claims, suits or demands, or any loss or liabilities of whatsoever nature arising directly or indirectly and also for and against all or any action whether by way of labour or legal proceedings or otherwise which may be brought against the NABARD by any of the person employed by contractor or any other authority, arising out

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Sign and Seal of Tenderer
of execution of the contract including claims for all damages, costs, charges, expenses which NABARD may incur in respect thereof

15. Notwithstanding anything stated above, NABARD reserves the right to assess the Tenderer’s capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.

16. The decision of NABARD in awarding the work shall be final.

17. NABARD reserves the right to accept / negotiate / reject any Tender either in whole or in part without assigning any reasons therefor whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and undisputable.

18. NABARD also reserves the right of supersession of any of the conditions stipulated in the Tender Document.

**Declaration by the Contractor:**

We / I have read and understood all the instructions / conditions made above and we / I have taken into account the above Instructions / Terms and Conditions while quoting the rates. We / I accept all the above Terms and Conditions without any reservation, in all respects.

- **Place**: 
- **Date**: 
- **Address**: 
- **Name and Seal**: 

(Signature of the Tenderer)
National Bank for Agriculture and Rural Development

Annual Maintenance Contract for Electrical Maintenance and Pump Operation / Maintenance at NABARD’s 05 Residential Colonies for a contract period from 01.07.2021 to 31.03.2022

Scope of Electrical Works and Specifications

(a) Electrical Maintenance in Colonies

Scope of work:
All the Electrical repairs/ replacement works necessary to maintain safe and un interrupted electrical supplies to the individual flats and common areas including elevators, lobbies, Staircases, pump houses, VOF, Dispensary, Security posts, etc. within NABARD's premises are covered under the AMC.

The Service Provider will take care of all reported Electrical Maintenance issues on all days round the year. The Service Provider will supervise and liaison with all concerned till the reported issues are resolved.

i. Planned preventive maintenance of all flats and common areas as per the instructions and schedules given by the Banks Official.

ii. Replacement/repairs of all standard electrical amenities provided inside the Bank’s flats as well provided in common areas, like Damaged wiring/defective switches, sockets & Plugs; buzzer bells; ding- dong bells; cut outs, DP Switches, Fan regulator, Capacitors for Fans; Ceiling rose; Chokes/ballast ; Starters/holders/Tubes, Kit-kat Fuse with base; bulb holders; Vapour/ halogen lamp holders; Acrylic/Mica sheets for Switch boards; Telephone sockets; PVC conduit/ Casing Capping, Glass dome., Candle bulbs in VOF, PL lamp, CFL lamp, common area lightings, etc.

(The make of the items so replaced should be strictly as per the list of approved makes given in the specifications, elsewhere. Where the approved makes are not available, the Make of such material should be as approved by NABARD's Official). All the old/unusable/scrap material which will be created during repair/maintenance work will be handed over to ACT.

iii. In case the items are purchased by NABARD, contractor has to take possession of the new fixtures to carry out test checks/installation of these items at the locations identified for replacements. The coordination of various technicians shall be the responsibility of the contractor.

iv. Greasing of Fan bearings and painting of fans on requirement basis only.

v. Screws/ nuts/ bolts/ wooden plugs/ saddle & spacers/Adhesive tapes/ tools & tackles etc. as may be necessary for the entire work.

vi. Quarterly checking of the ceiling/exhaust fans in VOF, gymnasium, medical flats, dispensary, community hall, sports room and other common areas along with lift fans.
vii. Monthly cleaning of all the common area lighting/ fan fixture and meter rooms / boards as well as cleaning of all the meter rooms / boards, gymnasium, medical flats.

viii. Routine preventive maintenance works such as checking, cleaning, tightening of electrical wiring connections/joints, fans and putting accessories as and when required.

ix. Minor repairs to Storage/Instant type Geysers, such as checking / replacement of thermostat, heating coil, wiring, safety valve etc. inclusive of removing and refixing of Geysers, if required.

x. Removal of defective pedestal and ceiling fans, exhaust fans and refixing them back after repairing. Fixing new fans including the Exhaust fans/Ceiling fans.

xi. Minor repairs to fans i.e. change of the capacitor, bearings, wiring, oscillating mechanism etc. overhauling and greasing / oiling as required.

xii. Repairs to Mercury/Sodium vapour/Halogen/LED/other outdoor fittings mounted on the building/poles including replacement of MV / Sodium / Halogen lamps, accessories and repairs of cables.

xiii. Insulation resistance testing for all the conductors inside the flat and in the meter room for all flats in each building once a year.

xiv. Earthing check once in six months, including the flats

xv. Measurement of earth resistance for all the available earth pits once a year.

Works at (xiii to xv) will be carried out in consultation with NABARD's official without any additional cost to the Bank).

xvi. Watering all the available earth pits monthly.

xvii. Checking of load current on the main incoming cable to each meter room monthly.

xviii. Any other Electrical Maintenance related works as per Bank’s Official directions.

xix. Details of the items for extra payment in case of new replacement:

As and when necessary, the following works shall be attended and carried out by the AMC agency on chargeable basis and payment will be made as per procedure mentioned in “Special Conditions” for the following items:

- Repair/rewinding of ceiling fans.
- Replacement of Geyser coils.
- Replacement of thermostats for the Geyser.
- All types of MCBs/ RCCBs/ ELCBs.
- Halogen Lamps / CFL / LED Lamps
- Mercury Light fixtures / Metal halide / SPMV etc.
- Replacement of complete switch board
- Any replacements with the permission of Official.
- Any other items not included in AMC.
Unless otherwise mentioned any of the approved makes or brands shall be allowed to be used. Other specific equivalent brands with BIS mark may be allowed to be used, if approved by NABARD. The tenderer shall distinctly understand that it will not be their prerogative to insist on a particular brand from the list. Final selection will be done with the approval of NABARD.

(b) Operation & Maintenance of Pump Sets

**Scope of work:**

i. The scope of work includes the operation/maintenance of all water supply pumps and accessories including BMC water supply points.

ii. Extreme care should be taken to monitor water levels in Tanks so that at no point of time any problem occurs regarding water shortage. In the case of non-supply of water by utility company, the matter should be immediately escalated to NABARD officers and contractor will coordinate for emergency water requirements.

iii. The water meters will be monitored regularly for their working along with taking meter readings and equal operation of all meters as well as pumps shall be ensured. Any defect observed in this regard shall be immediately reported to the Bank for corrective actions.

iv. Any overflowing incidences shall be viewed seriously by the Bank.

v. Monthly servicing like oiling, greasing, cleaning, replacement of worn out gland packing, tightening of loose parts, checking of bearing temperature, replacement of worn out rubber bushes, cleaning of starter and switch contacts, oiling/greasing of the moving parts of the switch and starters, testing of overload, and call back services between the period as stated in the BOQ. The monthly servicing, as above, shall be carried out by qualified/skilled technician and the report thereof, shall be submitted to Bank.

vi. Monthly servicing shall be undertaken in the last week of the month. The contractor shall maintain a record regarding the servicing etc. The same shall be verified by NABARD’s representative.

vii. All tools and machinery required for routine works, preventive maintenance etc. such as pliers, cutter, screw drivers, spanner set, blower, drill machine, megger, earth tester, pipe wrench etc. shall be provided by the contractor in his AMC charges. No extra payment will be made for the same.

viii. The contractor shall ensure that all the pump sets are kept in working conditions throughout the month. The buildings has two nos. water pumps for it which means one pump will always be standby. The contractor shall ensure that each of the two pumps is made standby at least every two weeks. The contractor should repair the pumps within a period of maximum 7 days in case of major breakdown. It may be ensured that at no point of time both the operational pump and the standby pump be non-operational simultaneously.

ix. The contractor will indemnify NABARD against any liability for any mishap/accident caused while working in NABARD’s premises.
x. The breakdown calls are to be attended on an emergency basis without any extra charge. Additional manpower during monsoon seasons or in case of emergency as necessary shall be deployed by the agency at no additional cost.

xi. All the major repairs / rewinding / overhauling of pump sets / motors shall be done by reputed / authorised agencies with prior information to Bank for which separate payment will be made by the bank.. Replacement of the pump/motor, when required, shall be borne by NABARD.

xii. The working hours to be observed for operation of the pumps by the contractors shall be as per BOQ. However, in case of emergency, work will have to be continued till the same is completed for which no extra payment shall be made. In case of the breakdown of pump set the contractor should be in position to get them repaired by deploying experienced plumbers, electricians, etc., as may be deemed necessary.

1. **Special Instructions for all Electrical works.**

i. You will provide electricians whose identity is duly verified by the Police, to ensure that the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank.

ii. The manpower provided by you shall be available from 07:00 Hrs. to 16:00 Hrs. and /or from 11.00 AM to 08.00 PM as required. The deployment of manpower may be flexible and could be changed depending upon the work.

iii. You will provide substitutes in case of absentees. **Penalty will be imposed in case of absences as given in the special terms and conditions of the contract.** Contractor may take all necessary measures so that the work do not suffer on account of the absence of its staff and to avoid penalty.

iv. **The rate quoted by you for the electrical work will include the cost of manpower and cost of tools / tackles / consumables, etc. only.**

v. All electricians staff must be suitably trained with experience in a similar building to perform duties entrusted to them, and must be in proper uniform at all times. The staff must be polite and may be trained for the behaviour in the office

2. NABARD shall have the right to inspect the stock of materials supplied to you by NABARD as and when it may be fit and proper and you shall be liable to furnish proper accounts for the same.

3. NABARD shall not be responsible to your workers in any manner whatsoever. The behavior of the workers will be polite and no complaint in this regard shall be entertained. Contractor shall be responsible for any complaints in this regard.

4. NABARD will reserve its right to recover the loss of damage from you, if any, caused by your works during the period of performance of the work from any amount payable to you or otherwise NABARD's decision in this regard shall be final.
**Illustrative list of makes of electrical items:**

<table>
<thead>
<tr>
<th>SN</th>
<th>Item</th>
<th>Product Brand</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Switches/Sockets</td>
<td>Anchor or equivalent</td>
</tr>
<tr>
<td>2</td>
<td>Luminaries/Light fittings</td>
<td>Phillips or equivalent</td>
</tr>
<tr>
<td>3</td>
<td>MCB/RCBO/RCCB</td>
<td>Legrand, Siemens, Schneider or equivalent</td>
</tr>
<tr>
<td>4</td>
<td>Cables</td>
<td>Phinolex, Polycab or equivalent</td>
</tr>
<tr>
<td>5</td>
<td>Casing/Caping Conduits</td>
<td>Precision or equivalent</td>
</tr>
<tr>
<td>6</td>
<td>Fuses/cutouts</td>
<td>L &amp; T, Siemens, Crompton Greaves or equivalent</td>
</tr>
<tr>
<td>7</td>
<td>SFU</td>
<td>L &amp; T, Siemens, Crompton Greaves</td>
</tr>
<tr>
<td>8</td>
<td>Pumps/Motors</td>
<td>Kirloskar, Crompton Greaves, Texmo or equivalent</td>
</tr>
</tbody>
</table>
SPECIAL CONDITIONS OF THE CONTRACT

1. If a bidder / tenderer quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered”.

2. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.”

3. The appointed contractor is required to generate End of the Day (EoD) reports on status of works, labour deployed, etc. to the concerned officer of the Bank.

Contractor will have to operate the software provided by NABARD for receiving the complaints. The supervisor and electricians will be provided with Mobile phones to facilitate the complaint redressal mechanism.

4. The work slip for carrying out works which are not covered under monthly charges for maintenance works will be issued by NABARD and such additional works shall be paid for extra.

5. The cost of replacements wherever applicable shall be paid for only on sanctioned work slips issued by NABARD to the Contractor. If any replacement is done without proper sanction, the same will not be considered for payment.

6. Need for replacement of any particular item shall be decided by the ACT/Site Supervisor/Bank's Official and the Contractor should carry out the work without any dispute.

7. Whenever particular items of materials, fittings etc. are replaced at Bank's cost, the Contractor shall deposit such items like old fittings etc. with the ACT/CT of the colony till the settlement of the bill of extra items. All such removed old materials should be stacked safely at the specified location within the premises. After settlement of the bills, the contractor may take the old/scrap material. However, any useful materials like fittings, pipes etc., which could be used, may be used in the repair/maintenance works with the approval of Site Supervisor/Bank's Official and for such items, the cost will not be paid to the Contractor.

8. The contractor shall also provide necessary screws, batten clips, fuse wire, insulation tape, rubber packing, gland dori, cotton waste etc., required for the repair works within the quoted rates. Cost of consumable items like Tubelights / LEDs / Bulbs / CFLs / Chokes of all category, Switch Sockets, HRC fuses, whose replacement are on account of the uses of power by client / other service agencies will, however, be borne by the Bank.
9. Contractor shall keep necessary records of such replacement to get these certified by Bank’s official for reimbursement of cost. The materials to be used on the works must be conforming to relevant BIS/s specification wherever applicable. However, before using any new material in the work, the same shall have to be got approved from the NABARD’s officials.

10. For electrical items, the payment shall be made on the basis of rate mentioned in prevailing price list of the company (whose product has been installed) plus applicable taxes or maximum retail price whichever is lower and further no extra payment will be made for overhead or contractor profit. The contractor will procure and submit the current price list of the company, otherwise the bill will be settled as per the price list available with NABARD.

Payment for the additional/payable items, not covered as above will be made as per Rate Analysis based on the market prices supported by documentary proof with 15% towards contractor’s overhead profit plus applicable taxes, etc. as applicable or from the quoted rates of lowest tenderer who has executed similar work recently.

Contractor shall follow the prescribed formats/procedures for receiving complaints, receiving the work slips duly sanctioned and preparation of bills etc. as stipulated by NABARD from time to time including complaints received on software.

Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank’s decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints will be as under:

<table>
<thead>
<tr>
<th>Nature of work</th>
<th>Time of completion</th>
<th>Penalty for delay (per complaints per day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outside work where scaffolding is required</td>
<td>5 days</td>
<td>Rs.100</td>
</tr>
<tr>
<td>Outside work where no scaffolding is required</td>
<td>3 days</td>
<td>Rs.100</td>
</tr>
<tr>
<td>Internal work</td>
<td>2 days</td>
<td>Rs.50</td>
</tr>
<tr>
<td>Other work</td>
<td>2 days</td>
<td>Rs.50</td>
</tr>
</tbody>
</table>

10. The minimum nos. of labour and their duty hours and details of working days are mentioned in the respective Bill of Quantities.

11. The responsibility of engaging sufficient skilled/semiskilled workers like electricians, helpers etc. lies with the Contractor for maintenance works, subject to minimum of labours mentioned in the Price Bid/BOQ and Annexure I in view of timely attention and completion of the routine works within the given time frame.
12. **Penalty clause:** In case of absence of workers (minimum specified in the BOQ), the amount will be deducted as below.

If the contractor fails to deploy the number of manpower as required under the agreement / tender and such absence of manpower in each category of workmen exceeds 15% or more of total man days in a month, then a penalty of **Rs. 650.00** per day shall be imposed on the contractor for all absent days including 15% of the absences during the month. The amount of penalty shall be adjusted from the amount payable to the contractor and shall not be deducted by the contractor from the wages payable to the workmen.

**Additional Penalty:** If the contractor continues to fail to engage sufficient workers and does not show sufficient progress in attending to the works, NABARD may, after issuing written notices, levy additional penalty at its discretion, which will be recovered from the Contractor's bill.

14. In case of emergency work, no extra payment for working in odd hour will be made.

15. The monthly maintenance charges shall cover all sundry works and replacement of related minor materials for proper maintenance of the buildings and related services to the reasonably satisfactory level and the cost of each replaced item of work as per amount/ details mentioned in the respective Scope of Works and Bill of Quantities at one location for work will not be considered for extra payment, subject to provisions in the scope of works during the repair/replacements. The cumulative cost of such items shall be covered under amount quoted in maintenance charges. The decision of NABARD's Official is final in this respect and not disputable.

16. The property will be handed over to the Contractor for Electrical Maintenance works on 'as is where is' basis and the contractor shall be required to carry out pending works at his cost and continue to ensure proper service to a reasonably satisfactory level.

17. Contractor should maintain adequate stock of frequently used electrical items on site.

18. Necessary tools and minor items like drill machines, adhesives, screws, nails, nut & bolt, washer, bracket, clips, grease, mobil, M-seal, etc. will be in the scope of the contractor’s AMC charges.

19. NABARD Reserves to change scope of work or the number of labours during the contract period.
**Declaration by the Contractor**

We / I have read and understood the Scope of Work and special terms and conditions for the Electrical and pump operation / maintenance AMC works in the entire Colony premises (both inside and outside) and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Further, we / I also declare that no prohibitive things/banned chemicals will be used, which are harmful to human life.

Place :
Date : 
Address : 

(Signature of the Tenderer)
Name and Seal :
SAFETY CODE

The Contractor shall maintain in a readily accessible place **first aid** appliances including adequate supply of sterilised dressings and cotton wool.

An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.

No portable single ladder shall be over 8 metres in length. The width between the side rails shall not be less than 30 cm. Clear and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder.

It is entirely the responsibility of the contractor to follow the safety procedures such as using safety belts, life lines, helmets, rubber gloves etc. depending upon the nature of works Contractor is free to approach NABARD for any suggestion in this regard. However any lapse in this regard will be viewed seriously.

A penalty of Rs. 1,000.00 shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of Rs. 2,000.00 shall be levied if violation is repeated.

Penal action will also be taken if the contractor’s supervisors and workmen do not wear the uniforms and photo identity cards issued by the contractor and thus pose a security risk to the safety of the Bank’s establishments, its officers and the families of its officers residing in flats. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.

An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work.

**Declaration by the Contractor**

We / I have read and understood the Safety code for the Electrical Maintenance and pump operation AMC works in the entire colony premises (both inside and outside ) and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Place :
Date : (Signature of the Tenderer)
Address : Name and Seal :
### Annexure I

<table>
<thead>
<tr>
<th>Group</th>
<th>Area /location</th>
<th>Supervisor (skilled)</th>
<th>Experienced &amp; licensed Electricians (Skilled)</th>
<th>Experienced Helpers (Semi skilled)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Group I</strong></td>
<td>NABARD Nagar, Kandivali</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>Helpers are under semi skilled category as per GoI guidelines</td>
</tr>
<tr>
<td></td>
<td>NABARD Officers and Staff Quarters, Damodar Park, Ghatkopar</td>
<td>Kandivali supervisor to attend</td>
<td>2</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td><strong>Group II</strong></td>
<td>KVS, Dadar</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nestle II, Parel</td>
<td>Dadar Supervisor to attend</td>
<td>2</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NABARD Park, Santacruz</td>
<td>Dadar Supervisor to attend</td>
<td>2</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>2</strong></td>
<td><strong>9</strong></td>
<td><strong>10</strong></td>
</tr>
</tbody>
</table>
**Annexure II**

**Calculation Sheet**

*(Per Month Calculation as per applicable category)*

To be enclosed with price bid/s only. The Annexure should be separate for each price bid.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Details</th>
<th>Highly skilled (Rs.)</th>
<th>Semi-skilled (Rs.)</th>
<th>Skilled (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Minimum wages (as per Central Govt. or Maharastra State Govt. <em>whichever is higher</em>) inclusive of Special Allowance / VDA.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>EPF (Employer portion)</td>
<td>.....</td>
<td>%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>ESI Contribution</td>
<td>.....</td>
<td>%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Bonus</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E ***</td>
<td>Other charges / other statutory payments ***</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td><strong>Sub Total (A+B+C+D+E)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Add Contractors Profit, Overheads and eligible material cost for consumables, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H</td>
<td><strong>Total (F+G)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>GST</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J</td>
<td><strong>Grand Total (H+I)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: The filled Annexure II should not be enclosed in Technical bid.

*** - Bidder may specify particulars of the other statutory payments, if any. If the bidder doesn’t quote for the other statutory payments, then responsibility of such payments will be borne by the bidder himself and NABARD will not be responsible for the same and will not entertain any claims thereon in this regard.
PROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the contractors/ service providers for effecting payment

Name and address of contractors/ service providers with phone nos.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the account holder (As appearing in the Bank account)</td>
</tr>
<tr>
<td>2</td>
<td>Name of the Bank</td>
</tr>
<tr>
<td>3</td>
<td>Name of the Branch</td>
</tr>
<tr>
<td>4</td>
<td>Account number</td>
</tr>
<tr>
<td>5</td>
<td>RTGS/ NEFT/ IFS Code</td>
</tr>
<tr>
<td>6</td>
<td>Type of account (Savings, current, etc.)</td>
</tr>
<tr>
<td>7</td>
<td>PAN Number</td>
</tr>
<tr>
<td>8</td>
<td>GSTN Number</td>
</tr>
</tbody>
</table>

Signature

Please attach (1) a photocopy of one cancelled cheque leaf of the above Bank account and (2) copy of PAN card and (3) allotment letter / registration letter under GSTN.
AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

THIS AGREEMENT is made at Mumbai on this ...... day of _______ 2021

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Head office at C-24, ‘G’ Block, Bandra-Kurla Complex, Bandra(East), Mumbai-400051, hereinafter referred to as “NABARD” (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the ONE PART

AND

M/s. …………………….., a firm/society/company registered/incorporated under the Companies Act, 1956 Act and having its registered office at ………………………………………………..hereinafter referred to as the “Contractor” which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, liquidators, administrators and assigns) of the OTHER PART.

(NABARD and the Contractor are collectively hereinafter referred to as “the parties”)

WHEREAS

(1) NABARD, being desirous of outsourcing the works relating to Annual Maintenance contract for Electrical maintenance and pump operation / maintenance Services (hereinafter referred to “the said works”) of its premises at ………………………. Mumbai, 400051 (hereinafter collectively referred to as “the said Premises”) for the period 01.07.2021 to 31.03.2022, had, vide its letter No. ……………….dated …………, issued a “Notice Inviting Tender” (hereinafter referred to as “the NIT”) inviting bids for providing the said works at the said Premises. A copy of the NIT is annexed herewith as “Annexure 1” and to be read as part and parcel of this Agreement.
(2) The Contractor had, vide its letter dated ………………..2021, submitted its Tender for undertaking the said works at the said Premises.
(3) NABARD, vide its Letters of Intent No. ……………....dated ......2021 had selected the Contractor for carrying out the said works at the said Premises.
(4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The contract shall commence from 01.07.2021 and shall continue till 31.03.2022 unless it is curtailed or terminated by NABARD owning to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of Rs._______ for a period of one year to the Contractor for carrying out the said works in the said Premises as per the details given in Annexure II. The rate will remain fixed throughout the entire period of contract i.e.
till 31.03.2022 and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled/semiskilled/unskilled labour, the rates will be revised proportionately as per the revision in minimum wages as announced by State/Central Govt. whose rates are adopted. NABARD will make payments only after the satisfactory completion of the periodic services on monthly / quarterly basis as indicated in the tender document.

The contractor will implement and operationalise complaint registration system (web based / app based) if supplied by NABARD. No payment will be made by NABARD to the contractor in this regard.

2. The contract may be extended for further period/s after the expiry of the initial period i.e. 31.03.2022 as indicated in the tender document. NABARD shall, in that event, make a request in writing in this behalf to the Contractor one month prior to the expiry of the current contract/extended contract and upon such request, the Contractor shall provide the said works at the said Premises, on the same terms and conditions or with some addition/deletion/modification, for a further specific period, mutually agreed upon by the parties.

3. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.

4. The Contractor should make discreet inquires about the character and antecedents of the persons whom they are deploying in NABARD. The Contractor shall ensure that the individuals deployed in NABARD satisfy the minimum technical and educational qualifications as mentioned in the tender document.

5. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by:-

   i) List of individuals deployed
   ii) Bio-Data containing educational qualifications and previous experience/s, date of birth, etc.
   iii) Certification of verification of antecedents of persons by local Police authority.
   iv) Identity Cards bearing photograph.

6. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in Annexure I of the tender document. No additional payment shall be made if the contractor keeps more staff for completing the pending work or if minimum staff strength is not able to perform satisfactorily as per the contract provision. All deployed manpower shall wear Identity card/s provided by the office every day during working hours.

NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.

7. The said works at the said Premises, which will be entrusted to the Contractor from time to time by NABARD, are to be rendered without causing any hindrance or disturbance to any staff member of the NABARD working during the normal working hours. The work
shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.

8. The Contractor shall, for all intents and purposes, be the “Employer” within the meaning of different labour legislation in respect of manpower so employed by him and deployed in NABARD and the manpower so employed by him and deployed in NABARD shall remain under the overall control and supervision of the Contractor. The persons deployed by the Contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The Contractor’s personnel shall not claim any benefit/compensation/absorption/regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

9. The Contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required for carrying out the said works in the said Premises in accordance with this Agreement. The Contractor shall also inform and assist NABARD in procuring any registration, permissions or approvals, which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act 1970 and the Rules and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Agreement.

10. All persons deployed by the Contractor in NABARD will be subjected to security check by NABARD while entering and leaving the premises. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.

11. The Contractor shall attend to complaints relating to the said work received from the employees of the NABARD and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.

12. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.

13. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions/duties, or for payment towards any compensation.

14. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to NABARD or any person authorized by NABARD, on demand. Further, the Contractor will ensure that no financial or any other liability comes to NABARD or its
employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.

15. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD. It will be the responsibility of the contractor for disposal of debris to the approved dumping ground and NABARD will have no liability in this regard.

16. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, and Sweater to the persons employed by it and necessary tools, equipment and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.

17. The Contractor, wherever and whatever material is provided by NABARD, shall use it properly. Any improper use leading to wastage / pilferage shall be made good by the Contractor to NABARD.

18. NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors vehicles or vehicles of the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the persons deployed by the Contractor if they sustain any injury etc., while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD. The CAR policies are required to be at least for 1.25 times of the contract value.

19. The Contractor’s personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, administrative/ organizational matters as all are of confidential/secret nature.

20. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.

21. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.

22. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the Officer-in-charge of Department of Premises, Security and Procurement, Head Office NABARD so that optimal services of the persons deployed by the Contractor could be availed without any disruption.

23. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case of delay in attending the work or providing the substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be
recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank’s decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.

24. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/conflict of interest/improper conduct.

25. In case, the manpower deployed by the Contractor commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Contractor will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD, remove him/them from the said Premises.

26. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act, 1948 as applicable in the State of Maharashtra/GoI, whichever is higher on a monthly basis. The Contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.

27. The Contractor, as a taxable service provider, must be registered with Central Excise Department and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans should be serially numbered and it should contain the Name and address of Service Provider & Service Receiver, Description of service, etc.

28. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are released before the 7th day of the following month in the presence of NABARD's representative, irrespective of receipt of payment from NABARD.

29. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.

30. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

31. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to NABARD or any other authority under law.

32. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees /agents of the Contractor, then
the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

33. The Contractor will have to deposit a security amount of Rs…………. (Rupees………..) for ……………………………….. to NABARD in the form of DD from a commercial bank covering the period of this Agreement. In case, the Agreement is further extended beyond the initial period, the security deposit would be retained.

34. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.

35. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the Security Deposit of the Contractor, to the extent of the loss or obligation in monitory terms. If the adjustment is not possible, then the same may be recoverable from the contractor.

36. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.

37. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.

38. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.

39. If the services of the contractor are not found satisfactory, the contractor will be given one month notice to improve his services. If the contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the contractor firm can terminate the agreement by giving three months notice in advance. If the Contractor fails to give such three months notice in writing for termination of the agreement, then the Security Deposit will be forfeited. Notwithstanding anything contained in this Agreement, the Contractor shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till the date of termination this agreement.

40. On the expiry or early termination of the Agreement, the Contractor will withdraw all its personnel without in any way causing any damage to the said premises and the property therein and clear their accounts by paying them all their legal dues. The persons deployed by the contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in NABARD.
41. Resolution of disputes

41.1 This Agreement shall be governed by and construed in accordance with the laws of India.

41.2 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representative.

41.3 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties."

41.4 The venue of the arbitration shall be at Mumbai

41.5 The language of arbitration shall be English.

41.6 Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

42. Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

43. This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

44. This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.
45. The Contractor shall bear the stamp duty on this agreement for both the original and the duplicate copies.

In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorised officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered

By Shri ________________________

DGM/ GM

For & on behalf of NABARD

In the presence of

1. ......................

2. ......................

Signed, sealed and delivered

by Shri ________________________

the duly authorized signatory for & on behalf of the Contractor

In the presence of

1. ......................

2. ......................
PRICE BID No. 1
(for Group I)

Annual Maintenance Contract for
Electrical Maintenance and Pump Operation / Maintenance
At
(i) NABARD Nagar, Thakur Complex, Kandivali (East), Mumbai

(ii) NABARD Officers and Staff Quarters, Building No. 5, Damodar Park, LBS Marg, Ghatkopar (W), Mumbai
PRICE BID NO. 1
National Bank for Agriculture and Rural Development

Annual Maintenance Contract for Electrical Maintenance and Pump Operation / maintenance services at NABARD Nagar, Thakur Complex, Kandivali (East) and NABARD Officers and Staff Quarters, Building no- 5, Damodar Park, LBS Marg, Ghatkopar (W) , Mumbai for the period 01.07.2021 to 31.03.2022

BILL OF QUANTITIES

(A) Description of Property: **Kandivali**

i) A Block : Officers flats ( 3 BHK - 196 Flats in 07 buildings)
ii) B Block – Officers flats (2 BHK – 112 flats in 04 buildings)
iii) C- Block : Staff Quarters ( 1 BHK - 224 Flats in 8 buildings )
and common / open area. The A & C block has one campus and B-block has other campus across the road.

The details of the Water Pumps, its quantity and rating in the respective colony is as under:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Pump Room location</th>
<th>No. of Pumps</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Total 08 Pump rooms in the colony [ A- block ( 3 nos. ), B-block ( 02 nos.) &amp; C-block ( 03 nos. )]</td>
<td>32 (out of 38 pumps capacity)</td>
<td>7.5 HP</td>
</tr>
</tbody>
</table>

(B) Description of Property: **Ghatkopar**

Officers Flats ( 2 BHK- 96 flats in 2 blocks) and Staff Quarter ( 1 BHK- 144 flats in 03 blocks ) and common area .

The details of the mono blocks Water Pumps, its quantity and rating in the respective colony is as under :

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Pump Room location</th>
<th>No. of Pumps</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pump rooms in adjoining area of the blocks</td>
<td>10</td>
<td>15 HP</td>
</tr>
</tbody>
</table>

The contract will be valid from 01.07.2021 to 31.03.2022 which may be renewed, if services are found satisfactory for a period of two years, one year at a time. The tenderer is advised to quote the rates with due provisions as necessary, based on the scope of works and specification/description of items as well as terms and conditions contained in the Tender Document.

Kindly note that rates are to be quoted for a month as indicated in BoQ.

The rates to be quoted as per the details given in Annexure II.

51

Sign and Seal of Tenderer
<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description of work</th>
<th>Rate/month (Rs.)</th>
<th>Total amount for 1 year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Monthly charges for providing supervisor (01 Nos) <strong>common for both colonies</strong> to supervise and monitor the AMC labours (electricians and helpers) and will coordinate with the Asstt. Care Taker (ACT) for effective supervision of the deployed labours/workmen to get the assigned work completed from them as directed. The supervisor will give the progress of the work done by the different workmen and will report the difficulties, if any, to ACT. In case of emergency, he will also help the deployed labour for speedily and timely completion of urgent work. The persons will work for six days in a week and will have weekly off on a suitable day as decided by the bank. Supervisor should possess diploma / Electrical Trade ITI Certificate from Govt. approved or Govt. recognized institution, Should have adequate experience for working on HT/LT system. The supervisor will handle complaints on the helpdesk software of the Bank and should have mobile phone (smartphone) to communicate.</td>
<td>Rate x 1 x 12</td>
<td></td>
</tr>
<tr>
<td>01 supervisor from 9:00 AM to 6:00 PM. (Common for both colonies)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rate in words</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2)</td>
<td><strong>For electrical maintenance / operation works</strong> by keeping minimum <strong>Electricians (with wireman license) and helpers</strong> at site (as per below mentioned details) on all days of a month with one weekly off on rotational basis preferably other than Saturday &amp; Sunday (with necessary tools and minor items like adhesives, screws, nails, nut &amp; bolt, washer, brackets, saddles, clips,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>Labour required</td>
<td>Rate in words</td>
<td></td>
</tr>
<tr>
<td>-----------------</td>
<td>-----------------</td>
<td>---------------------</td>
<td></td>
</tr>
<tr>
<td>NABARD NAGAR, Kandivali</td>
<td>02 Electricians</td>
<td>Rate x 2 x 12</td>
<td></td>
</tr>
<tr>
<td>Damodar Park, Ghatkopar</td>
<td>02 Electricians</td>
<td>Rate x 2 x 12</td>
<td></td>
</tr>
<tr>
<td></td>
<td>03 Helpers</td>
<td>Rate x 3 x 12</td>
<td></td>
</tr>
<tr>
<td></td>
<td>02 Helpers</td>
<td>Rate x 2 x 12</td>
<td></td>
</tr>
</tbody>
</table>

| Total          |                  |

**Total amount for one year :**

**Total in words -**

**Note :**

1. Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.

2. Quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required.
3. If a bidder / tenderer quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered”.

4. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.”

5. Rates should include all Taxes, Duties, Octroi, Levies, GST, etc., in accordance with various statutory enactments and should be firm for the entire Contract Period. **No increase in rates will be allowed during the entire Contract Period on this account, even in the extended periods of the contracts. The rates will be considered for revision only in case of (i) revision of minimum wages and (ii) revision of statutory taxes like GST to the relevant extent.**

6. Contractor has to quote for all the items of BOQ. Incomplete BOQ will not be considered.

7. The rates have to be quoted by including GST even if the contractor is not registered with GSTN. The rates will be compared only after comparing rates with taxes while evaluation of the price bids.

8. Before deployment of staff, their bio-data/competence shall be verified by the Bank’s Official/designated official in the beginning of AMC as well as changing the staff/labour.

9. The deduction from the monthly payment will be made based on the absence of labours and also as per the penalty clause in Special Terms and Conditions.

10. The contractor has to give satisfactory services for all works of AMC and bank reserves the right to remove/delete any particular work from the awarded AMC.

11. The contractor has to submit one monthly/quarterly bill, as the case may be.

12. The contractor will comply with Labour Laws requirements and maintain the muster roll and wage register etc. and produce the same in the NABARD office, if required. The contractor shall submit the necessary information/data to the concerned statutory authorities in the desired format.

13. The working hours as mentioned in price bid includes one hour lunch break.

   Accepted all terms & conditions of price bid

   Place : 
   Date : (Signature of the Tenderer)
   Address : Name and seal
PRICE BID No. 2
(For Group II)

Annual Maintenance Contract for
Electrical Maintenance and Pump Operation / Maintenance
at
1. Krishi Vikas Sadan, Near Catering College, Dadar (W), Mumbai
2. Nestle - II, Bombay Dyeing, P.B. Marg, Lower Parel, Mumbai
3. NABARD Park, Khira Nagar, Santacruz, Mumbai
PRICE BID NO. 2
National Bank for Agriculture and Rural Development

Annual Maintenance Contract for Electrical Maintenance and Pump Operation / Maintenance at (1) Krishi Vikas Sadan, Near Catering College, Dadar (W), Mumbai & (2) Nestle - II, Bombay Dyeing, P.B. Marg, Lower Parel, Mumbai and (3) NABARD Park, Khira Nagar, Santacruz, Mumbai Mumbai for the period 01.07.2021 to 31.03.2022

BILL OF QUANTITIES

(A) Description of Property:

i) Krishi Vikas Sadan, Dadar: - Senior Officers Flats (2 BHK - 11 Flats & 4 BHK - 06 Flats in two blocks) and common area like ACT office area & Record room etc. at KVS, Dadar

ii) Nestle - II, Lower Parel : - Officers Flats (2 BHK - 78 flats in three blocks) and common area in Nestle -II, Bombay Dyeing

(B) The details of the Water Pumps, its quantity and rating in the respective colony is as under:

a) KVS

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Pump Room location</th>
<th>No. Of Pumps</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Above water tank</td>
<td>2</td>
<td>7.5 HP</td>
</tr>
<tr>
<td>2</td>
<td>At Basement</td>
<td>1</td>
<td>1.0 HP</td>
</tr>
</tbody>
</table>

b) Nestle - II

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Pump Room location</th>
<th>No. Of Pumps</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>At main entrance</td>
<td>4</td>
<td>7.5 HP</td>
</tr>
</tbody>
</table>

NABARD Park, Khira Nagar, Santacruz (W), Mumbai

(A) Description of Property: NABARD Park, 2 BHK (90 flats) and 3 BHK (10 flats) in 09 blocks and common area.

The details of the Water Pumps, its quantity and rating in the colony is as under:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Pump Room location</th>
<th>No. of Pumps</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>In pump rooms</td>
<td>10</td>
<td>3 HP</td>
</tr>
</tbody>
</table>

The contract will be valid from 01.07.2021 to 31.03.2022 which may be renewed, if services are found satisfactory for a period of two years, one year at a time. The tenderer is advised to quote the rates with due provisions as necessary, based on the scope of works and specification/description of items as well as terms and conditions contained in the Tender Document.

Kindly note that rates are to be quoted for a month as indicated in BoQ.

The rates to be quoted as per the details given in Annexure II.
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of work</th>
<th>Rate/mont h (Rs.)</th>
<th>Total amount for 1 year</th>
</tr>
</thead>
</table>
| 1       | Monthly charges for providing supervisor (01 Nos) **common for all three colonies** to supervise and monitor the AMC labours (electricians) and will coordinate with the Asstt. Care Taker (ACT) for effective supervision of the deployed labours/workmen to get the assigned work completed from them as directed. The supervisor will give the progress of the work done by the different workmen and will report the difficulties, if any, to ACT. In case of emergency, he will also help the deployed labour for speedily and timely completion of urgent work. The persons will work for six days in a week and will have weekly off on a suitable day as decided by the bank. Supervisor should possess diploma / Electrical Trade ITI Certificate from Govt. approved or Govt. recognized institution, Should have adequate experience for working on HT/LT system. The supervisor will handle complaints on the helpdesk software of the Bank and should have mobile phone (smartphone) to communicate.  

**01 supervisor from 9:00 AM to 6:00 PM. (Common for all colonies)**                                                                                                                                                                                                                     | Rate x 1 x 12     |                         |
<p>| 2       | <strong>For electrical maintenance / operation works</strong> by keeping minimum <strong>Electricians (with wireman license) and helpers</strong> at site (as per below mentioned details) on all days of a month with one weekly off on rotational basis preferably other than Saturday &amp; Sunday (with necessary tools and minor items like adhesives, screws, nails, nut &amp; bolt, washer, brackets, saddles, clips, |                   |                         |</p>
<table>
<thead>
<tr>
<th>2.A</th>
<th>For KVS, Dadar</th>
</tr>
</thead>
<tbody>
<tr>
<td>i</td>
<td>01 electrician</td>
</tr>
<tr>
<td>ii</td>
<td>01 Helper</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.B</th>
<th>For Nestle II, Lower Parel</th>
</tr>
</thead>
<tbody>
<tr>
<td>i</td>
<td>02 electrician</td>
</tr>
<tr>
<td>iii</td>
<td>02 Helpers</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.C</th>
<th>For NABARD Park, Santacruz</th>
</tr>
</thead>
<tbody>
<tr>
<td>i</td>
<td>02 electricians</td>
</tr>
<tr>
<td>ii</td>
<td>02 Helpers</td>
</tr>
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**Total amount for one year :**

**Total in words -**

**Note :**

1. Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.

2. Quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required.

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various statutory enactments and should be firm for the entire Contract Period. No
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of price bid

Place : 

Date : (Signature of the Tenderer)

Address : Name and seal
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<tbody>
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**NABARD Park, Khira Nagar, Santacruz (W), Mumbai**

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The details of the Water Pumps, its quantity and rating in the colony is as under:

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<td></td>
</tr>
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<td>01 supervisor from 9:00 AM to 6:00 PM. (Common for all colonies)</td>
<td></td>
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<td></td>
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</tr>
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Wireman license) and helpers at site (as per below mentioned details) on all days of a month with one weekly off on rotational basis preferably other than Saturday & Sunday (with necessary tools and minor items like adhesives, screws, nails, nut & bolt, washer, brackets, saddles, clips, grease, mobil, rubber washer etc. inclusive of insurance cost etc. Labour required - 01 Electrician from 7:00 AM to 4:00 PM & 01 Electrician from 11:00 AM to 8:00 PM. Wherein only electricians and on weekly off of one electrician the timings for electrician shall be 10.00 AM to 7.00 PM.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
<tr>
<td></td>
<td>Rate in words</td>
<td></td>
</tr>
</tbody>
</table>

| 2.B | For Nestle II, Lower Parel |   |
| i  | **01 electrician** | Rate x 1 x 12 |
|    | Rate in words |   |
| iii| **02 Helpers** | Rate x 2 x 12 |
|    | Rate in words |   |

| 2.C | For NABARD Park, Santacruz |   |
| i  | **02 electricians** | Rate x 2 x 12 |
|    | Rate in words |   |
| ii | **02 Helpers** | Rate x 2 x 12 |
|    | Rate in words |   |

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th></th>
</tr>
</thead>
</table>

Total amount for one year :

Total in words -
14. Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.

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23. The contractor has to give satisfactory services for all works of AMC and bank reserves the right to remove/delete any particular work from the awarded AMC.

24. The contractor has to submit one monthly/quarterly bill, as the case may be.

25. The contractor will comply with Labour Laws requirements and maintain the muster roll and wage register etc. and produce the same in the NABARD office,
if required. The contractor shall submit the necessary information/data to the concerned statutory authorities in the desired format.

26. The working hours as mentioned in price bid includes one hour lunch break.

Accepted all terms & conditions of price bid

Place : 

Date : (Signature of the Tenderer)

Address : Name and seal